



MEMORANDUM

Agenda Item No. 9(B)(1)(A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: George M. Burgess
County Manager

SUBJECT: FY 2003-2004 Cultural Access Network (CAN) Grants Program Recommendations

RECOMMENDATION

It is recommended that the Council approve the funding of 10 grants totaling \$100,000 from the FY 2003-2004 Cultural Access Network (CAN) Grants Program.

BACKGROUND

The CAN Grants Panel, chaired by Steven Alexander, met on October 16, 2003 to review applications from 16 organizations requesting \$160,000. The panel recommended funding 10 applicants for a total of \$100,000.

The CAN program is designed for the purpose of providing funding support to mid-sized cultural organizations presenting programs in any of 20 neighborhood facilities, including facilities being renovated through the existing facilities plan: the African Heritage Cultural Arts Center, the Joseph Caleb Auditorium, Lyric Theater, Gusman Center for the Performing Arts, Miami-Dade County Auditorium, Actors' Playhouse, Goodlet Theater, Manuel Artime Theater, Miami Shores Performing Arts Center and the South Dade High School Auditorium. Funding support through this program will be provided to organizations that are engaged in creating and presenting quality arts programs that are reflective of Miami-Dade's multiethnic populations. The objective of this program is to increase access to quality cultural programming in under-served and new immigrant communities in Miami-Dade County where there is little tradition of attending arts events, by providing resources to place high quality programs in neighborhood-based cultural facilities.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit; 2) feasibility and merit of project; 3) marketing plan; 4) management capability; and 5) capacity to attract financial support. Attached is a list describing the projects recommended for funding.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

A handwritten signature in black ink, appearing to read "R. A. Ginsburg", is written over the printed name of the County Attorney.

SUBJECT: Agenda Item No. 9(B)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 9 (B) (1) (A)

1-20-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPROVAL OF TEN (10) GRANTS FROM THE FY 2003-2004 CULTURAL ACCESS NETWORK GRANTS PROGRAM TO: CORAL GABLES CONGREGATIONAL CHURCH, INC.; FANTASY THEATRE FACTORY, INC.; FIU/LACC/INTERCULTURAL DANCE AND MUSIC INSTITUTE; GABLESTAGE, INC.; GOLD COAST THEATRE COMPANY, INC.; LOUIS WOLFSON II FLORIDA MOVING IMAGE ARCHIVE, INC.; MAXIMUM DANCE COMPANY, INC.; MIAMI CHORAL SOCIETY, INC. DBA MIAMI CHILDREN'S CHORUS; MOMENTUM DANCE COMPANY, INC.; THE RHYTHM FOUNDATION, INC. AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the funding of ten (10) grants for a total of \$100,000 from the Council's Cultural Access Network Grants Program as follows:

- | | | |
|----|---|----------|
| 1 | Coral Gables Congregational Church, Inc. | \$10,000 |
| 2. | Fantasy Theatre Factory, Inc. | 10,000 |
| 3. | FIU/LACC/Intercultural Dance and Music Institute | 10,000 |
| 4. | Gablestage, Inc. | 10,000 |
| 5. | Gold Coast Theatre Company, Inc. | 10,000 |
| 6. | Louis Wolfson II Florida Moving Image Archive, Inc. | 10,000 |
| 7. | Maximum Dance Company, Inc. | 10,000 |

- | | |
|---|--------|
| 8. Miami Choral Society, Inc. Dba miami Children's Chorus | 10,000 |
| 9. Momentum Dance Company, Inc. | 10,000 |
| 10. The Rhythm Foundation, Inc. | 10,000 |

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained therein.


The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2003-04 CULTURAL ACCESS NETWORK GRANT PROGRAM**

**FY 2003-04
Award**

Coral Gables Congregational Church, Inc.

3010 De Soto Boulevard, Coral Gables, FL 33134

Organization Established in 1924

Targeted Facility:	Joseph Caleb Auditorium
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\$10,000

"On the Journey Together"

Funds are requested to support "On the Journey Together", a 2004 Summer Concert Series cultural outreach presentation of: Sweet Honey in the Rock, an African-American female a capella vocal group performing at the Joseph Caleb Auditorium on Friday, June 18th, 2004. The Grammy Award-winning ensemble will present a program that explores the deep musical roots of sacred music in the black church (spirituals, hymns, gospel) as well as jazz and blues, along with the quintet's simultaneous interpretation of their words through uniquely expressive American Sign Language.

Fantasy Theatre Factory

7069 S.W. 47th Street, Miami, FL 33155

Organization Established in 1982

Targeted Facility:	African Heritage Cultural Arts Center Shores Theater/Dave & Mary JCC
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\$10,000

FTF Fieldtrips to Liberty City, Miami Shores, and Kendall

Funds are requested to support 6-12 performances for Fantasy Theatre Factory's Artist in Education Fieldtrip Program to be presented at 3 venues: African Heritage Cultural Arts Center, Shores P.A.C., and Dave & Mary Alper JCC. FTF will present different programs at each venue: "Little Monster Tales" at African Heritage (Oct. 22) and Shores P.A.C. (Oct. 24); "Cinderella" at Shores P.A.C. (Nov. 14) and Dave & Mary Alper JCC (Dec. 5); "The Never Everglades" at African Heritage (April 21) & Dave & Mary JCC (April 23).

FIU/LACC/Intercultural Dance and Music Institute

FIU/University Park Campus - DM 353, Miami, FL 33199

Organization Established in 1963

Targeted Facility:	Teatro Avante
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\$10,000

"Blanche": A Dance/Drama Perspective from Contemporary Cuba

Funds are requested to support FIU/INDAMI's "Blanche: A Dance/Drama Perspective from Contemporary Cuba" project: celebrated Cuban choreographer Marienela Boan explores shared elements of feminine experience in Cuba and America using Tennessee Williams' character Blanche DuBois as a lens to examine culture, emotion, social mores and personal expectations in a one-woman show at Teatro Avante on December 12 & 13th, 2003. Project includes master classes, lectures, and open rehearsals.

GableStage, Inc.

1200 Anastasia Avenue, Coral Gables, FL 33134

Organization Established in 1979

Targeted Facility:	Dave & Mary Alper Jewish Community Center Miami Children's Museum
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\$10,000

Community Outreach Program: "Much Ado About Shakespeare/Best of the Bard"

Funds are requested to support GableStage's Community Outreach Program production of Shakespeare's "Much Ado About Shakespeare/Best of the Bard" on May 28-29th, 2004 at the Miami Children's Museum on Watson Island & June 4-5th, 2004 at the Dave & Mary Alper JCC in Kendall.

Gold Coast Theatre Company

P.O. Box 402964, Miami Beach, FL 33140

Organization Established in 1989

Targeted Facility:	Shores Performing Arts Center
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\$10,000

"Robin Hood - A Traditional British Panto"

Funds are requested to support the production of "Robin Hood - a traditional British Panto", an original musical comedy work by Gold Coast Theatre Company that will debut at the Shores Performing Arts Theatre for 5 performances (December 8th through 12th, 2003). The "Panto" version is a classic tale that is re-invented with a Brit-Com twist using original British scripts and authentic British actors.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2003-04 CULTURAL ACCESS NETWORK GRANT PROGRAM**

**FY 2003-04
Award**

Louis Wolfson II Florida Moving Image Archive

101 West Flagler Street, Miami, FL 33130

Organization Established in 1986

Targeted Facility:	Ashe Auditorium/Knight Center
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\$10,000

Rewind/Fast Forward Film & Video Festival

Funds are requested to support the 4th annual "Rewind/Fast Forward Film & Video Festival" which highlights recent preservation efforts and new documentary productions, utilizing archival footage from the Florida Moving Image Archive. The 4 day festival scheduled to take place July 22-25, 2004 at the Ashe Auditorium, includes documentary screenings, related seminars, and recently restored film and video with the common thread that all programs relate to Florida, archival images, and/or preservation.

Maximum Dance Company

9220 S.W. 158th Lane, Miami, FL 33157

Organization Established in 1997

Targeted Facility:	North Miami Beach Performing Arts Theater
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\$10,000

North Miami Beach Community Performances

Funds are requested to support Maximum Dance Company's community outreach presentations of "Dancescapes" at the North Miami Beach Theater of Performing Arts (April 24th and 25th, 2004). The program will consist of signature ballets from Maximum's extensive repertoire of over 60 ballets.

Miami Choral Society, Inc. dba Miami Children's Chorus

1533 Sunset Drive, Suite 215, Coral Gables, FL 33143

Organization Established in 1971

Targeted Facility:	Dave & Mary Alper Jewish Community Center
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\$10,000

Lift Every Voice

Funds are requested to support the Miami Children's Chorus concert, "Lift Every Voice", at the Dave & Mary Alper Jewish Community Center in Kendall (March 7th, 2004). This concert will feature the Advanced ensemble of the Miami Children's Chorus in a choral music fusion of traditional and contemporary songs celebrating African-American and Jewish cultures.

Momentum Dance Company, Inc.

P.O. Box 331973, Coconut Grove, FL 33233-1973

Organization Established in 1982

Targeted Facility:	Manuel Artime Performing Arts Center
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\$10,000

Manuel Artime Residency

Funds are requested to support Momentum Dance Company's Manuel Artime Residency 2003-04, including: "Momentum Fall Season Concerts" (November 16th, 2003) featuring a world premiere by Assistant Artistic Director, Irmah DelValle, the "Next Generation Concert" (March 13, 2004) featuring new works by Momentum's dancers; and a special children's concert featuring Momentum's newest children's ballet "Hansel and Gretel" (March 14th, 2003).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2003-04 CULTURAL ACCESS NETWORK GRANT PROGRAM

FY 2003-04
Award

The Rhythm Foundation, Inc.

PO Box 398567, Miami Beach, FL 33239

Organization Established in 1988

TransAtlantic Festival 2004

Targeted Facility:	Manuel Artime Performing Arts Center NMB & Teatro Avante
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\$10,000

Funds are requested to support the production of the TransAtlantic Festival series (April 22nd through May 15, 2004) which focuses on Modern world music and culture from the Atlantic rim. Features a month-long series of concerts, festivals and events celebrating modern collaborative world music and culture from the Atlantic rim, including: TransAtlantic Film Festival at Teatro Avante; Haitian music featuring singer Beethova Oba & Malavoix, an orchestra from Martinique, at the NMB Performing Arts Theater; and Musica Nueva at Manuel Artime Theater- featuring Argentine tango group Bajofondo and nuevo-flamenco Spanish group Ojos de Brujo.

Total Number of Applicants: 10

Total Number Awarded: 10

Total Amount Requested: \$100,000

Total Amount Recommended: \$100,000

**MIAMI-DADE COUNTY CULTURAL AFFAIRS COUNCIL
FY 2003-04 CULTURAL ACCESS NETWORK (CAN) PROGRAM
GRANT AGREEMENT**

The Miami Dade County Department of Cultural Affairs and Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County will award the grant described herein in to _____ (hereinafter referred to as the Grantee) in consideration for the Grantee's agreement to abide by all the following terms and considerations set forth in Articles I, II, III, IV & V and the Exhibits herein referenced.

ARTICLE I

DESCRIPTION OF GRANT

I. GRANTEE:

- | | |
|---------------------------|---|
| 2. Total Amount of Grant: | \$10,000 |
| 3. Project Description: | (See Exhibit I, attached hereto.) |
| 4. Itemized Budget: | (See Exhibit 2A and 2B, attached hereto.) |
| 5. Expenditure Deadline: | September 30, 2004 |
| 6. Report Deadline: | Within 45 days of expenditure deadline. |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

on the _____ day of _____, 20 _____

Clerk, Miami-Dade County Commission

BY _____
Miami-Dade County Manager/Designee

GRANTEE:

Federal Identification # _____

on the _____ day of _____, 20 _____

(Grantee's Corporate Seal)

BY _____
Printed Name of Chairman or President

Signature

BY _____
Printed Name of Treasurer/Chief Fiscal Officer

Signature

Approved for form and legal sufficiency:

BY _____
Printed Name of Executive Director

Assistant Miami-Dade County Attorney

Signature

ARTICLE II

GENERAL CONDITIONS

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee;

1. **Parties**: The parties to this Agreement are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. Miami-Dade County has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, or his designee, who shall be referred to herein as the "Director."

2. **Amount of Grant**: The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee subsequent to the approval of the award by the Miami-Dade County Mayor and Board of County Commissioners, subject to the conditions and limitations as may be outlined in this Agreement. Miami-Dade County's obligation to pay this grant award is contingent upon the availability of funds.

3. **Project Description**: The Grantee may only use the grant for the purposes which are specifically described in Article I.3, designated "Project Description," as documented and attached hereto specifically as Exhibit I, and which corresponds to the information in the Grantee's application and/or request for County Financial Assistance to the Department of Cultural Affairs and for the grant program purpose as defined and stipulated in Exhibit I, attached hereto, and in the program guidelines of the grant program from which this grant is being awarded. Further, it is expressly understood and agreed, that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section IV, "Special Conditions," of this Agreement.

Project revisions necessary for the purpose of completing the project, which substantially alter the original project, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's review. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget**: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under this Agreement. This budget is attached hereto as Exhibits 2A and 2B. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement as specified in Exhibits 2A and 2B and will not significantly deviate from the budget included as a part of the Grantee's application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of revisions for the Director's review. The Grantee agrees and expressly understands that project budget changes may not exceed twenty-five (25%) per project line item, so long as expenditures do not exceed the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

5. **Grant Expenditure Deadline**: The Grantee shall encumber all grant and matching funds on or before the Grant Expenditure Deadline as outlined in Article I.5. Any grant funds not encumbered by the Expenditure Deadline or for which a project extension has not been requested, shall revert to the Department of Cultural Affairs and this Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the expiration of the grant period. The Director, at his discretion, may grant an extension of up to one (1) year of the Expenditure Deadline so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline**: To demonstrate that the grant award has been used in accordance with the Project Description and Project Budget information as outlined in Exhibits I, 2A and 2B and met and fulfilled all requirements as outlined in this Agreement, exhibits, original application and/or funding request and/or other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director according to the schedule outlined in Article I.6. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also request that a

compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

Grantee shall attach to said Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in Exhibit 2B as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report according to the schedule outlined in Article I.6., the Director may terminate this Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. Program Monitoring and Evaluation: The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities. Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement, not fulfilling other Grants program requirements, stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, then the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of this Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the Director, then the Director, at his discretion, may take other actions which may include reduction or rescission of the grant award, or withholding grant funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs Grants Programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. Bank Accounts and Bonding: Monies received pursuant to this Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds. All persons authorized to withdraw funds from the grant award account must be bonded by a reputable licensed firm.

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the occurrence of the Expenditure Deadline specified in Article I.5; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. Publicity and Credits: The Grantee must include the following credit line in all promotional marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

Grantees are also encouraged to use the "Tropiculture" logo stat in marketing and publicity materials. (Please call the Department of Cultural Affairs to request the stat sheet if one has not been included with this Agreement package.)

11. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of this Agreement, the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of this Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and terms of grants to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-1321 I-99
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;

- (4) Title IV, Telecommunications;
- (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (j) Resolution R-1206-97 regarding Welfare Reform Work Participation;
- (k) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et. Seq.).

The Grantee has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto. See Affidavits for specific provisions and declarations described.

14. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of this Agreement, its attachments referenced herein as "Exhibits," the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under this Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received. In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in this Agreement, are to be repaid by delivering to the Director, a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy which may be available to it under the law.

15. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

16. **Written Notices:** Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of certified letters addressed to the Grantee at the address specified in Article I.1 of this Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. **Captions Used in This Agreement:** Captions as used in this Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** This Agreement, including its special conditions and Exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III

INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 44.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV

TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or should violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V

SPECIAL CONDITIONS

The grant awarded to this Grantee is the result of an extensive public review process, which found that the Grantee is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of this Grant Agreement.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

EXHIBIT 1: REVISED PROJECT NARRATIVE

The Project Narrative/Description is a complete description of the proposed project or event as on the original application and approved by the program panel. Please include the number of events, participants, locations and audience to be served. Also, please include a brief statement indicating how this event will be made available to the public.

Project Title:

Activity Dates:

Narrative/Description:

Necessary changes in the program (if any):

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

EXHIBIT 2A: REVISED PROJECT BUDGET

List cash and in-kind expenses and revenues specifically identified with your project/season. Round amounts to the nearest dollar (do not show cents).

NOTE: Total project expenses and revenues must equal.

	CASH EXPENSES	IN-KIND		CASH REVENUES	IN-KIND
PERSONNEL			ADMISSIONS		
ADMINISTRATIVE:			CONTRACTED SERVICES		
ARTISTIC:			TUITIONS		
TECHNICAL:			CORPORATE SUPPORT		
OUTSIDE ARTISTIC FEES:			FOUNDATION SUPPORT		
OUTSIDE OTHER FEES:			PRIVATE/INDIVIDUAL SUPPORT		
MARKETING/PUBLICITY			GOVERNMENT GRANTS:		
PRINTING			FEDERAL		
POSTAGE			STATE		
IN COUNTY TRAVEL			LOCAL		
OUT OF COUNTY TRAVEL			APPLICANT CASH ON HAND		
EQUIPMENT RENTAL			OTHER REVENUES (ITEMIZE):		
EQUIPMENT PURCHASE					
SPACE RENTAL					
INSURANCE					
UTILITIES					
SUPPLIES/MATERIALS					
OTHER COSTS (ITEMIZE):					
			Grant Award Amount		
SUB TOTALS:			SUB TOTALS:		
TOTAL EXPENSES:			TOTAL REVENUES:		

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

EXHIBIT 2B: REVISED GRANT AWARD BUDGET

Itemized cash expenses to be expended from grants award. Expenditures must equal the total amount of the grant award as listed on the cover sheet. Round amounts to the nearest dollar (do not show cents).

NOTE: The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

	GRANT AWARD
PERSONNEL	
ADMINISTRATIVE:	_____
ARTISTIC:	_____
TECHNICAL:	_____
OUTSIDE ARTISTIC FEES:	_____
OUTSIDE OTHER FEES:	_____
MARKETING/PUBLICITY	_____
PRINTING	_____
POSTAGE	_____
IN COUNTY TRAVEL	_____
OUT OF COUNTY TRAVEL	_____
EQUIPMENT RENTAL	_____
EQUIPMENT PURCHASE	_____
SPACE RENTAL	_____
INSURANCE	_____
UTILITIES	_____
SUPPLIES/MATERIALS	_____
OTHER COSTS (ITEMIZE):	_____
_____	_____
_____	_____
_____	_____
TOTAL GRANT AWARD:	_____